



**AVIATION ADVISORY BOARD
FORT LAUDERDALE EXECUTIVE AIRPORT
ADMINISTRATIVE OFFICE - MULTIPURPOSE ROOM
6000 NW 21 AVENUE, FORT LAUDERDALE, FLORIDA
THURSDAY, AUGUST 27, 2015, 1:30 P.M.**

| Board Members | Attendance | Cumulative Attendance 7/15 through 6/16 | |
|---|-------------------|--|---------------|
| | | Present | Absent |
| Ron Carlson | A | 0 | 1 |
| Jeffrey Fauer | P | 1 | 0 |
| Patrick Kerney | A | 0 | 1 |
| Ed Kwoka, Chair | P | 1 | 0 |
| Tom Moody | A | 0 | 1 |
| Stephen O'Malley, Vice Chair | P | 1 | 0 |
| Dana Pollitt | A | 0 | 1 |
| Ed Rebholz | P | 1 | 0 |
| Mark Volchek | P | 1 | 0 |
| John Watt (1:32) | P | 1 | 0 |
| Pamela Bushnell, Commissioner City of Tamarac [non-voting] | P | 1 | 0 |
| Jeff Helyer, City of Oakland Park [non-voting] | P | 1 | 0 |

Airport Staff

Diana Alarcon, Transportation and Mobility Director
Julie Leonard, Transportation and Mobility Deputy Director
Rufus A. James, Acting Airport Manager
Florence Straugh, Acting Assistant Airport Manager
Carlton Harrison, Airport Operations Supervisor
Fernando Blanco, Airport Engineer
Diana McDowell, Administrative Assistant II
Donna Varisco, Administrative Assistant I
Kim Smith, Administrative Aide

CALL TO ORDER

Chairman Kwoka called the meeting to order at 1:28 p.m.

1. Roll Call

Roll was called and it was determined a quorum was present.

VOTING ITEMS

1. Election of Chair

Motion was made by Mr. Rebholz and seconded by Mr. O' Malley to re-elect Mr. Kwoka as Chair. In a voice vote, motion passed unanimously.

2. Election of Vice Chair

Motion was made by Mr. Kwoka and seconded by Mr. Fauer to re-elect Mr. O'Malley as Vice Chair. In a voice vote, motion passed unanimously.

3. Approve Minutes of June 25, 2015 Meeting

Motion was made by Mr. Fauer and seconded by Mr. O'Malley to approve the minutes. In a voice vote, motion passed unanimously.

4. Joint Participation Agreement with FDOT-Taxiway Intersection Improvements

Staff recommends the Joint Participation Agreement be approved for the City to accept \$970,000 from the Florida Department of Transportation for up to 80% of the project costs for the taxiway intersection improvements.

Motion was made by Mr. O'Malley and seconded by Mr. Watt to support staff's recommendation. In a voice vote, motion passed unanimously.

5. Joint Participation Agreement with FDOT- Design Western Perimeter Road

Staff recommends the Joint Participation Agreement be approved for the City to accept \$200,000 from the Florida Department of Transportation for up to 80% of the project costs for the design of Western Perimeter Road.

Motion was made by Mr. Rebholz and seconded by Mr. Volchek to support staff's recommendation. In a voice vote, motion passed unanimously.

6. Supplemental Joint Participation Agreement with FDOT- Airfield Lighting Rehab

Staff recommends the Supplemental Joint Participation Agreement be approved for the City to accept an additional \$471,900 in grant funding from the Florida Department of Transportation for up to 80% of the project costs for the Airfield Lighting Rehabilitation.

Motion was made by Mr. Rebholz and seconded by Mr. O'Malley to support staff's recommendation. In a voice vote, motion passed unanimously.

7. Task Order 5 – HDR Engineering, Inc. – Runway Pavement Rehab

Staff recommends approval of Task Order No. 5 with HDR Engineering, Inc., in the amount of \$51,740.

Motion was made by Mr. Volchek and seconded by Mr. Fauer to support staff's recommendation. In a voice vote, motion passed unanimously.

8. Task Order 6 – HDR Engineering, Inc. – Runway Lighting Rehab

Staff recommends approval of Task Order No. 6 with HDR Engineering, Inc. in the amount of \$27,413.

Motion was made by Mr. O'Malley and seconded by Mr. Watt to support staff's recommendation. In a voice vote, motion passed unanimously.

9. Second Amendment to Lease Agreement – Parcel 8AB- KC FXE Aviation Investments, LLC

Staff recommends approval of a Lease Amendment for KC FXE Aviation Investments, LLC, Parcel 8 AB, to extend the construction improvement completion for Phase II within eight months, or before May 31, 2016.

Motion was made by Mr. Rebholz and seconded by Mr. Volchek to support staff's recommendation. In a voice vote, motion passed unanimously.

10. Sixth Amendment to Lease Agreement – Parcel 8F1 & 8F1A - Rising Tide Development, LLC

Staff recommends approval of a Lease Amendment for Rising Tide Development, LLC, Parcels 8-F-1, and 8-F-1-A, to enlarge the leasehold area.

Motion was made by Mr. Watt and seconded by Mr. Rebholz to support staff's recommendation. In a voice vote, motion passed unanimously.

UPDATE ITEMS

A. Noise Compatibility Program

Ms. Straugh provided an update.

B. Development and Construction

Mr. Harrison advised the board that the Hurricane response plan has been activated due to the weather that may be heading in our direction and for everyone to take the necessary precautions.

Mr. Harrison mentioned that the Customs Building is almost ready, with the final punch list items being completed. He announced that the ribbon cutting ceremony for the new Customs and Border Protection Facility will be on September 9, 2015 and that invitations will be sent out. He noted that it will be very important for those attending to R.S.V.P.

C. Arrearages

Ms. McDowell gave an update stating that there are no arrearages.

D. Communications to the City Commission

The Board had nothing to communicate to the City Commission.

E. FLL Update

Ms. Straugh mentioned that the next Broward County Aviation Airport Noise Abatement Committee (ANAC) meeting would be held at 6 P.M. on September 14, 2015 @ the Airport Development Broward County Aviation Department located at 4101 Ravenswood Road, Fort Lauderdale, FL.

Other Items and Information

Ms. Leonard updated the Board on the Schlitterbahn Waterpark stating that the lease amendment was going to Commission in September. She said the property no longer belongs to the Airport and that the General Fund made its first payment on July 31st. The FAA informed the City that the "Deed of Release" is moving forward and they are waiting on the document to be signed by Mr. Feldman to finalize the deal. The lease amendment states when construction will commence.

Ms. Leonard informed the Board that at this time, there are no candidates for Airport Manager and that recruitment will be paused to re-evaluate.

There being no further business before the Board, the meeting adjourned at 2:18 p.m.

➤ Next scheduled meeting: September 24, 2015 – 1:30 p.m.

[Minutes prepared by Kim Smith]

PLEASE NOTE:

If a person decides to appeal, any decision made with respect to any matter considered at this public meeting or hearing, he/she will need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

REVISED

ITEM 2

DATE: September 24, 2015
TO: Aviation Advisory Board
FROM: Julie Leonard, Transportation and Mobility Deputy Director
BY: Rufus A. James, Acting Airport Manager
SUBJECT: Parcel 9 – Aero Toy Store – Fourth Amendment Providing a 30-Day Extension

On March 26, 2015, the Board approved a Second Amendment to the Amended and Restated Lease Agreement for Parcel 9 with Aero Toy Store, LLC (Aero Toy Store) to extend the term of the lease for 90-days, retroactively, from April 1, 2015 to July 1, 2015.

The additional time requested allowed Aero Toy Store to finalize a transaction with Sheltair FXE Northside, LLC (Sheltair). The completion of the transaction resulted in a contract between the two firms, which permitted Sheltair to propose an offer to the City and to negotiate a long-term lease for Parcels 9, 32 & 33 (Exhibit 1).

On June 23, 2015, Attorney Jacob G. Horowitz, representing Aero Toy Store, requested an additional 90-day extension beyond the July 1, 2015 expiration date to continue negotiating with the City. On June 7, 2015, the City Commission approved a Third Amendment to the Amended and Restated Lease Agreement with Aero Toy Store to extend the term of the lease for 90-days, retroactively, from July 1, 2015 to September 30, 2015.

Sheltair has been working with the City's real estate firm, CBRE, to negotiate the terms of a new lease, and has provided the City with a proposal for the development of a long-term lease for Parcels 9, 32 and 33. In light of the ongoing efforts to reach agreeable lease terms between the City and Sheltair, the City initiated an additional 90-day extension to continue negotiations. However, Mr. Horowitz is requesting an additional 30-days beyond the September 30, 2015 lease termination date, which will be satisfactory to complete negotiations and develop lease terms (Exhibit 2).

The additional time extension will be effective October 1, 2015 to October 30, 2015. Mr. Horowitz has confirmed that Sheltair supports the request for 30-day extension and agrees that the time is adequate to finalize lease terms with the City. We anticipate the additional extension will provide sufficient time to reach an agreement that is in the best interest of the City.

Staff Recommendation

Staff recommends approval of a fourth amendment to the Amended and Restated Lease Agreement with Aero Toy Store, LLC for an effective date from October 1, 2015 to October 30, 2015.

ITEM 2

DATE: September 24, 2015
TO: Aviation Advisory Board
FROM: Julie Leonard, Transportation and Mobility Deputy Director
BY: Rufus A. James, Acting Airport Manager
SUBJECT: Parcel 9 – Aero Toy Store – Fourth Amendment Providing a 90-Day Extension

On March 26, 2015, the Board approved an amendment to the Amended and Restated Lease Agreement for Parcel 9 with Aero Toy Store, LLC (Aero Toy Store) to extend the term of the lease for 90-days, retroactively, from April 1, 2015 to July 1, 2015.

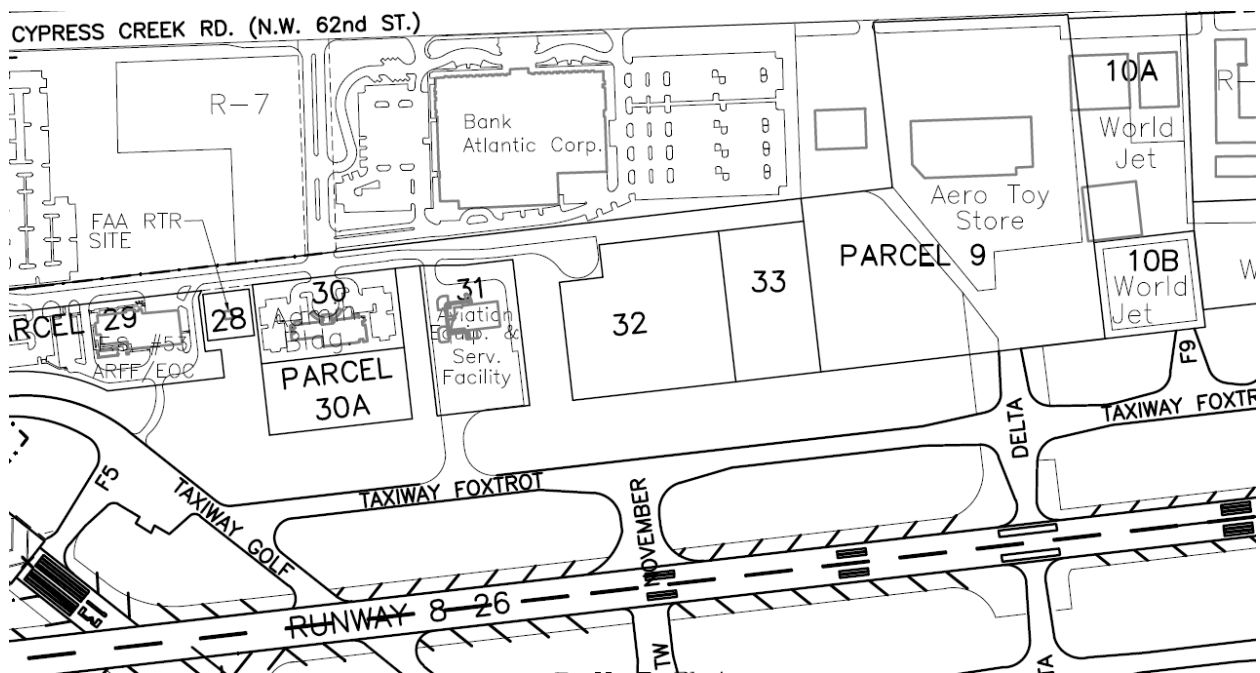
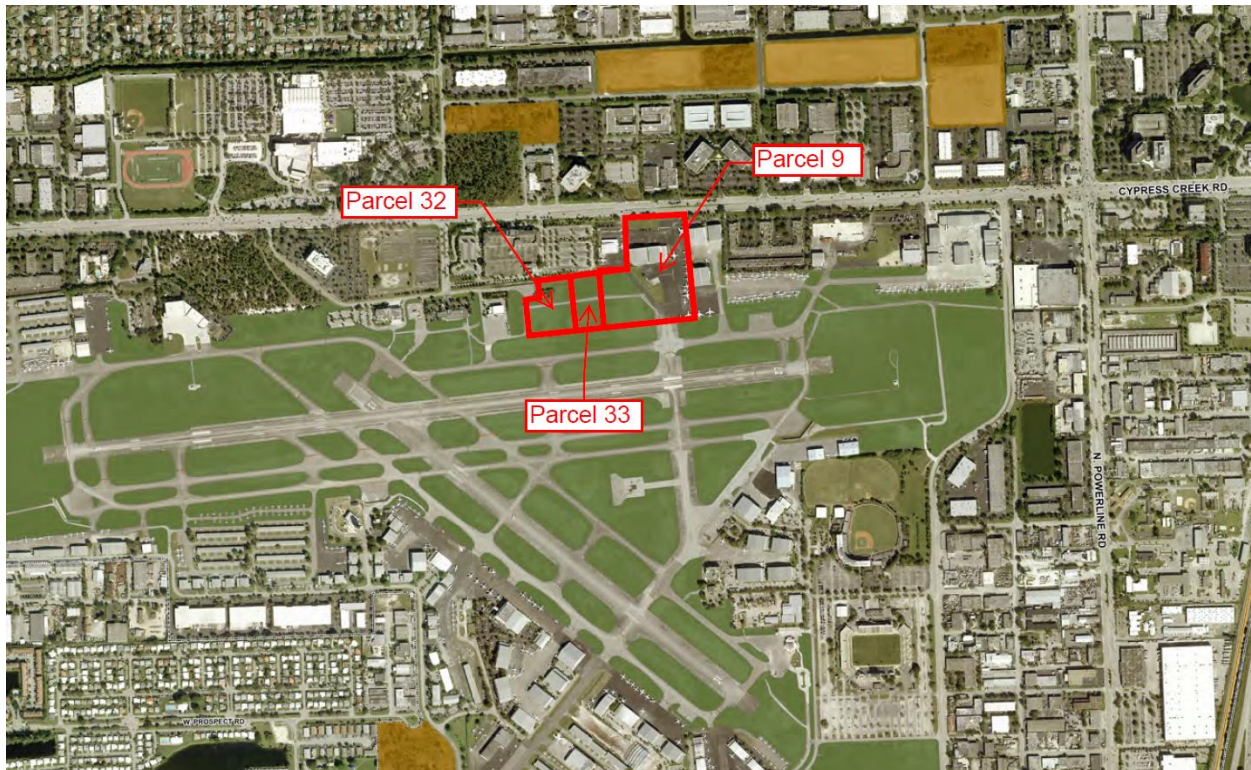
The additional time requested allowed Aero Toy Store to finalize a transaction with Sheltair FXE Northside, LLC (Sheltair). The completion of the transaction resulted in a contract between the two firms, which permitted Sheltair to propose an offer to the City and to negotiate a long-term lease for Parcels 9, 32 & 33 (Exhibit 1).

Sheltair has been working with the City's real estate firm, CBRE, to negotiate the terms of a new lease, and has provided the City with a proposal for the development of a long-term lease for Parcels 9, 32 and 33. In light of the ongoing efforts to reach agreeable lease terms between the City and Sheltair, an additional 90-day extension will be necessary to continue negotiating.

The additional time extension will be effective October 1, 2015 to December 31, 2015. Sheltair has confirmed they are interested in continuing to negotiate the terms of the lease and support the extension. We anticipate the additional extension will provide sufficient time to reach an agreement that is in the best interest of the City.

Staff Recommendation

Staff recommends approval of a fourth amendment to the Amended and Restated Lease Agreement with Aero Toy Store, LLC for an effective date from October 1, 2015 to December 31, 2015.



ITEM 3

DATE: September 24, 2015
TO: Aviation Advisory Board
FROM: Julie Leonard, Transportation and Mobility Deputy Director
BY: Fernando Blanco, Airport Engineer/PM2
SUBJECT: Executive Airport-RFQ 256-11611-Consultant Competitive Negotiations Act (CCNA)-Taxiway Foxtrot Pavement Rehabilitation Project-Adoption of Evaluation Committee Rankings and Authorization to Negotiate with Top-Ranked Firm

The Florida Department of Transportation (FDOT) initiated a Statewide Airfield Pavement Management Program in order to support maintenance and rehabilitation activities for airports within Florida. In May 2013, the FDOT conducted an inspection of the runway and taxiway pavements at Fort Lauderdale Executive Airport. The report recommended a mill and overlay of the asphalt pavement along Taxiway Foxtrot to extend the useful pavement life and prevent major structural failure of the pavement. As part of this project, the intersections will be re-designed to conform to current Federal Aviation Administration (FAA) design standards.

In anticipation of this project, a Request for Qualifications (RFQ) and Scope of Services was prepared to select a consultant firm to provide engineering consultant services. The Scope of Services included the following items: engineering planning, design, construction management, inspection, surveying, environmental, electrical, geotechnical testing and analysis, asphalt pavement testing services conforming to FAA P-401 specifications, cost estimating and scheduling, grant support services (including providing Disadvantaged Business Enterprise (DBE) support services during design and construction phases.

The RFQ was issued on June 17, 2015 and three (3) responses were received on July 7, 2015. An Evaluation Committee was established to review the submittals and select a first ranked firm. On September 8, 2015, the Evaluation Committee attended presentations by the three firms. After the presentations were completed, the Committee carefully reviewed the firms and recommended the following rankings:

1. Kimley-Horn, Inc.
2. HDR Engineering, Inc.
3. TY Lin International, Inc.

Staff Recommendation

The staff recommends the adoption of the Evaluation Committee's recommendations for ranking the firms, approval to negotiate a contract with the top-ranked firm, or successively ranked firms, if negotiations with the higher ranked firm are not satisfactory, and approval to award the contract to the first ranked firm if negotiations are successful.

ITEM 4

DATE: September 24, 2015
TO: Aviation Advisory Board
FROM: Julie Leonard, Transportation and Mobility Deputy Director
BY: Fernando Blanco, Airport Engineer/PM2
SUBJECT: Fort Lauderdale Executive Airport - Sustainability Master Plan – Project 11916 – Bureau Veritas North America, Inc. – Contract Award - \$144,754.

The City of Fort Lauderdale issued a Request for Qualifications (RFQ) for a consulting firm/team to provide planning services for developing a Sustainability Master Plan (SMP) for the Fort Lauderdale Executive Airport. The RFQ was issued on February 20, 2014 with four (4) proposals submitted on March 18, 2014.

An Evaluation Committee met on April 25, 2014 to evaluate and shortlist the firms for further evaluation. The committee selected all four firms to be short-listed for oral presentations. The short-listed firms attended the oral presentations on May 15-16, 2014. After the presentations were completed, the committee ranked the firms based on the evaluation criteria and oral presentations, as follows:

1. Bureau Veritas North America, Inc.
2. Vanasse Hangan Brustlin, Inc. (tie)
2. HDR Engineering, Inc. (tie)
4. Ricondo & Associates, Inc.

The above recommendation was brought to both the Aviation Advisory Board on June 26, 2014 and the City Commission on July 1, 2014 for approval to commence negotiation of the contract, scope of services, consultant hourly rates, and fees with the top-ranked firm. The negotiations have been completed and a fee schedule has been agreed to between the City and consultant. The services to be provided under the contract include the following:

- Conduct a Sustainability Baseline Assessment,
- Development of a Written Sustainability Master Plan,
- Development of a Written Sustainable Mission Statement, Goals, Objectives and Actions,
- Develop Sustainability Performance Targets,
- Develop Implementation and Monitoring Program,
- Annual Sustainability Report Card Outline,
- Development of a Sustainability Design Criteria Manual, and
- Development of an Environmental & Sustainability Management System Manual

Staff Recommendation

The staff recommends award of the contract to Bureau Veritas North America, Inc., in the amount of \$144,754, for development of a Sustainability Master Plan.

UPDATE ITEM A

DATE: September 24, 2015
TO: Aviation Advisory Board
FROM: Julie Leonard, Transportation & Mobility Deputy Director
VIA: Rufus James, Acting Airport Manager
BY: Florence Straugh, Noise Abatement Officer
SUBJECT: Noise Compatibility Program Update



Executive Airport - Seasonal Increase in Air Traffic

As winter approaches, neighbors look forward to using air conditioners less and opening their windows more often to enjoy fresh, crisp breezes. While we appreciate cooler temperatures, our mild seasonal weather attracts many visitors to our area escaping the cold winters of the north.

The winter and spring months are the busiest months for jet traffic at Fort Lauderdale Executive Airport and other airports throughout South Florida. Increases in air traffic typically begin around Thanksgiving, continues through the New Year, and peaks during Spring Break, which spans over several weeks in March.

During this period, the Noise Abatement Office continues to make a special effort to reach out to aircraft operators. Using a variety of communication tools, the Airport reminds operators to advise their pilot crews of our Noise Abatement Procedures and encourage compliance to help reduce aircraft noise over our neighborhoods.

We encourage neighbors to continue to report excessively loud aircraft by calling the *Aircraft Noise Reporting Line* 24-hours a day at 954-828-6666 or using the online form on the City's website at: <http://www.fortlauderdale.gov/departments/transportation-and-mobility/fxe-fort-lauderdale-executive-airport/aircraft-noise-abatement-program>.

Nighttime Jets

There were no jet departures over 80 dB at night between 10:00 p.m. and 7:00 a.m. during the months of August 2015.

Noise Abatement Cooperative Effort

The data below summarizes the monthly noise and operations statistics for August 2015:

| | Aug-15 |
|--|------------|
| Total Jet Departures | 763 |
| Runway 27 Departures | 96 |
| Runway 9 Departures | 664 |
| Runway 13-31 Departures | 3 |
| Total I-95 Turns | 399 |
| % I-95 Turns - Rwy 9 Jet Deps | 60% |
| Jet Events over 80 dB at Monitor #1 | 53 |
| Jet Events over 80 dB at Monitor #2 | 13 |
| No. of Households Reporting | 14 |
| No. of Noise Reports | 35 |



COOPERATIVE NOISE ABATEMENT EFFORT

Month of August

September 24, 2015

| Operations | Aug-14 | Sep-14 | Oct-14 | Nov-14 | Dec-14 | Jan-15 | Feb-15 | Mar-15 | Apr-15 | May-15 | Jun-15 | Jul-15 | Aug-15 |
|--|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|
| Total Jet Departures | 789 | 770 | 955 | 950 | 983 | 999 | 1053 | 1122 | 1127 | 1018 | 897 | 848 | 763 |
| Jet Departures Rwy 27 | 87 | 113 | 251 | 351 | 266 | 209 | 524 | 183 | 231 | 129 | 38 | 337 | 96 |
| Jet Departures Rwy 9 | 701 | 655 | 704 | 585 | 712 | 782 | 511 | 930 | 896 | 885 | 857 | 511 | 664 |
| Jet Departures Rwy 13 and 31 | 1 | 2 | 0 | 14 | 5 | 8 | 18 | 9 | 0 | 4 | 2 | 0 | 3 |
| Jet Departures Rwy 9 | | | | | | | | | | | | | |
| Jet Departures I-95 Turn | 401 | 376 | 438 | 353 | 404 | 447 | 316 | 446 | 481 | 534 | 493 | 287 | 399 |
| % Jet Departures I-95 Turn | 57% | 57% | 62% | 60% | 57% | 57% | 62% | 48% | 54% | 60% | 58% | 56% | 60% |
| Jets Over 80 dB at NMT #2 | 8 | 15 | 11 | 9 | 18 | 10 | 8 | 14 | 17 | 13 | 13 | 8 | 13 |
| Prop Departures Rwy 9 | | | | | | | | | | | | | |
| Prop Over 80 dB NMT #2 | 26 | 33 | 25 | 18 | 33 | 23 | 7 | 20 | 24 | 21 | 21 | 10 | 21 |
| Nighttime Jet Deps (10 p.m. - 7 a.m.) | | | | | | | | | | | | | |
| Total Nighttime Jet Departures | 61 | 70 | 92 | 79 | 87 | 75 | 84 | 81 | 82 | 78 | 66 | 82 | 56 |
| Nighttime Jet Deps Rwy 27 | 4 | 6 | 21 | 26 | 19 | 17 | 48 | 22 | 19 | 9 | 7 | 33 | 10 |
| Nighttime Jet Deps Rwy 9 | 57 | 64 | 71 | 53 | 68 | 57 | 35 | 59 | 63 | 68 | 59 | 49 | 46 |
| Nighttime Jet Deps Rwy 13 and 31 | 0 | 0 | 0 | 0 | 0 | 1 | 1 | 0 | 0 | 1 | 0 | 0 | 0 |
| Nighttime Jet Deps Runway 9 | | | | | | | | | | | | | |
| Nighttime I-95 Turns 11 p.m. - 7 a.m. | 49 | 55 | 62 | 49 | 59 | 55 | 31 | 54 | 42 | 46 | 42 | 36 | 32 |
| Nighttime Straight-Out 10 p.m. - 7 a.m. | 8 | 7 | 8 | 4 | 8 | 2 | 4 | 5 | 20 | 22 | 18 | 13 | 14 |
| Nighttime Jets Over 80 dB 10 p.m. -7 a.m. | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 0 | 1 | 0 | 0 | 0 | 0 |
| Noise Reports | Aug-14 | Sep-14 | Oct-14 | Nov-14 | Dec-14 | Jan-15 | Feb-15 | Mar-15 | Apr-15 | May-15 | Jun-15 | Jul-15 | Aug-15 |
| Noise Reports by Aircraft Category at FXE | | | | | | | | | | | | | |
| # Noise Reports on Jets | 6 | 5 | 3 | 6 | 12 | 6 | 31 | 47 | 20 | 18 | 20 | 8 | 10 |
| # Noise Reports on Propellers | 34 | 6 | 5 | 20 | 13 | 8 | 27 | 25 | 25 | 6 | 10 | 9 | 8 |
| # Noise Reports on Helicopters | 6 | 4 | 24 | 38 | 9 | 4 | 10 | 16 | 4 | 34 | 8 | 6 | 16 |
| # Noise Reports - unmatched | 0 | 2 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 |
| # Noise Reports - FLL & Other | | | | | | | | | | | | | |
| Airports' Overflights | 4 | 2 | 8 | 3 | 2 | 2 | 6 | 13 | 2 | 1 | 3 | 2 | 0 |
| Total Noise Reports | 50 | 19 | 40 | 67 | 36 | 20 | 74 | 101 | 51 | 59 | 41 | 25 | 35 |
| # of Households Reporting | 9 | 8 | 11 | 14 | 20 | 14 | 24 | 32 | 24 | 19 | 18 | 14 | 14 |

Notes:

November 2014, NMT#1 data missing - power interruptions

January 8, 2015, Runway 8-26 designation was changed to Runway 9-27

February, 2015, radar data missing - reason unknown/possibly radar maintenance

March 18-24, 2015, NMT#2, noise data missing - connection issue

COOPERATIVE NOISE ABATEMENT EFFORT

Month of August

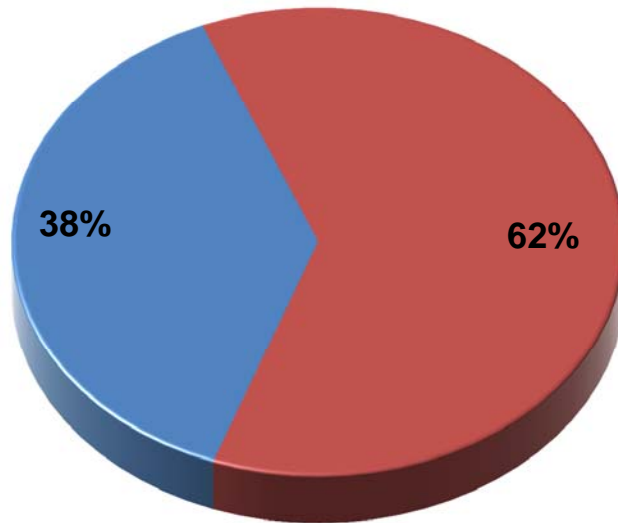
September 24, 2015

Monthly Operations over 80dB Per Airplane Type

Percentage of Departures Over 80 dB per Airplane Type: 0.8%

13
Out of
763

2% of Jets Departures
were over 80 dB.



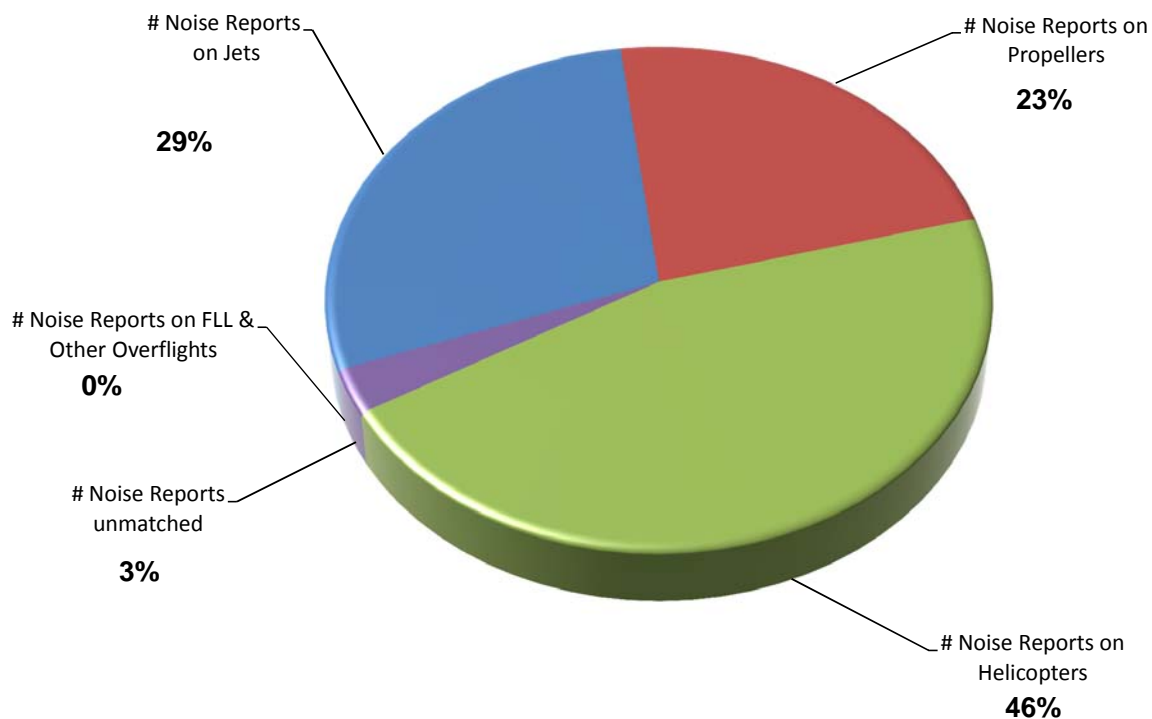
21
Out of
3699

0.6% of Propeller Departures
were over 80 dB.

■ % Aircraft over 80 dB - Jets

■ % Aircraft over 80 dB - Props

Monthly Noise Reports Per Airplane Type



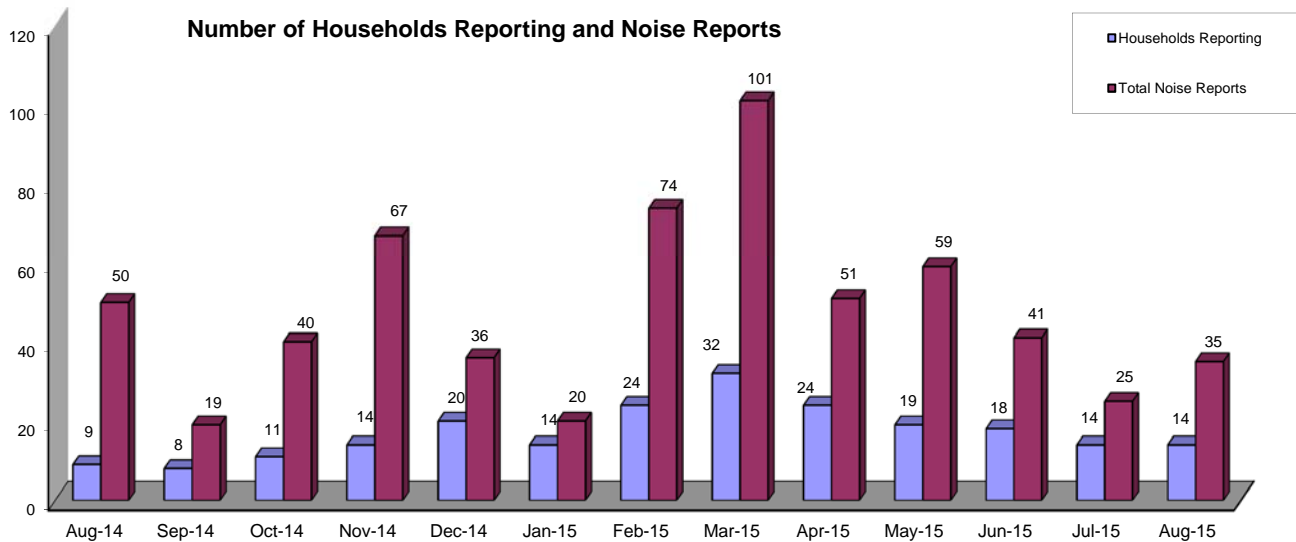
COOPERATIVE NOISE ABATEMENT EFFORT

Month of August

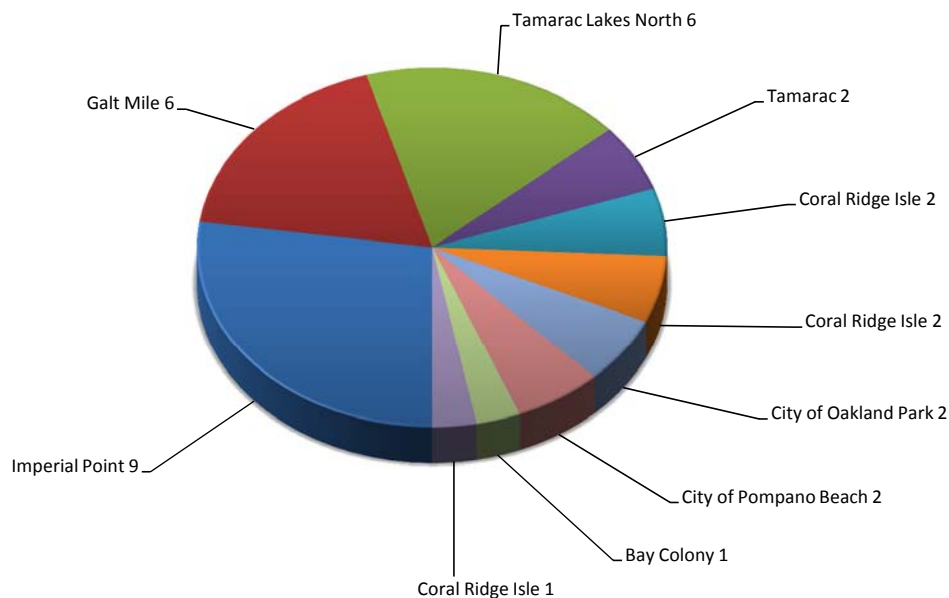
September 24, 2015

Number of households that contacted FXE to report aircraft noise this month:

14



Noise Reports By Households 10 Households Made 33 Aircraft Noise Reports or 94% of the 35 Total Noise Reports



COOPERATIVE NOISE ABATEMENT EFFORT

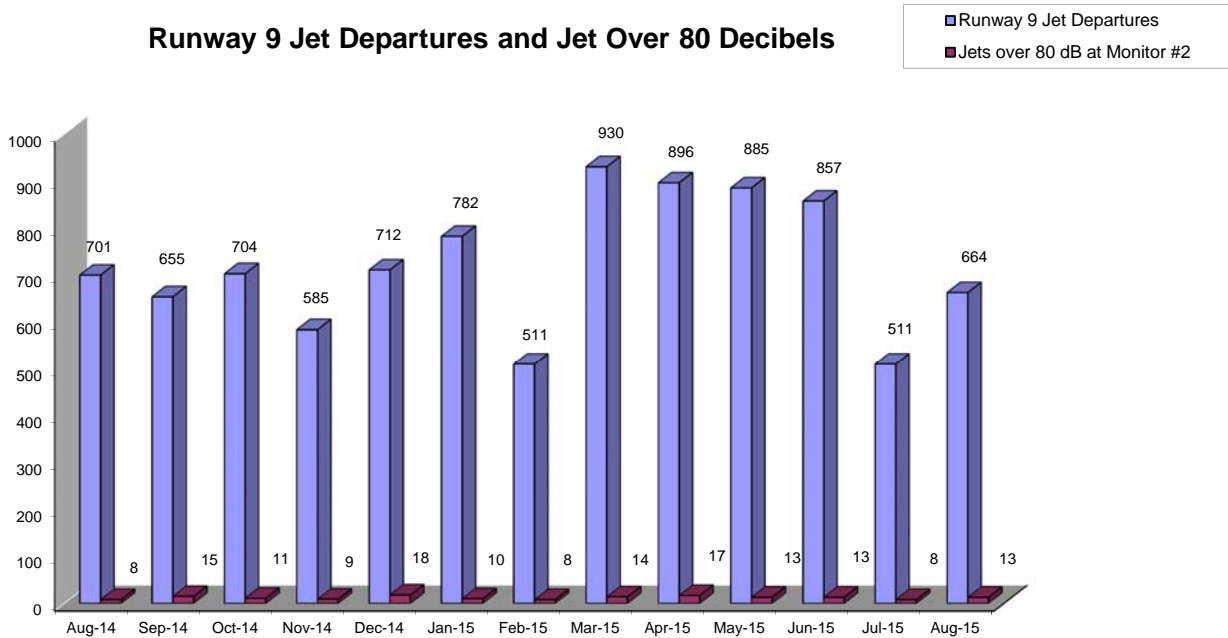
Month of August

September 24, 2015

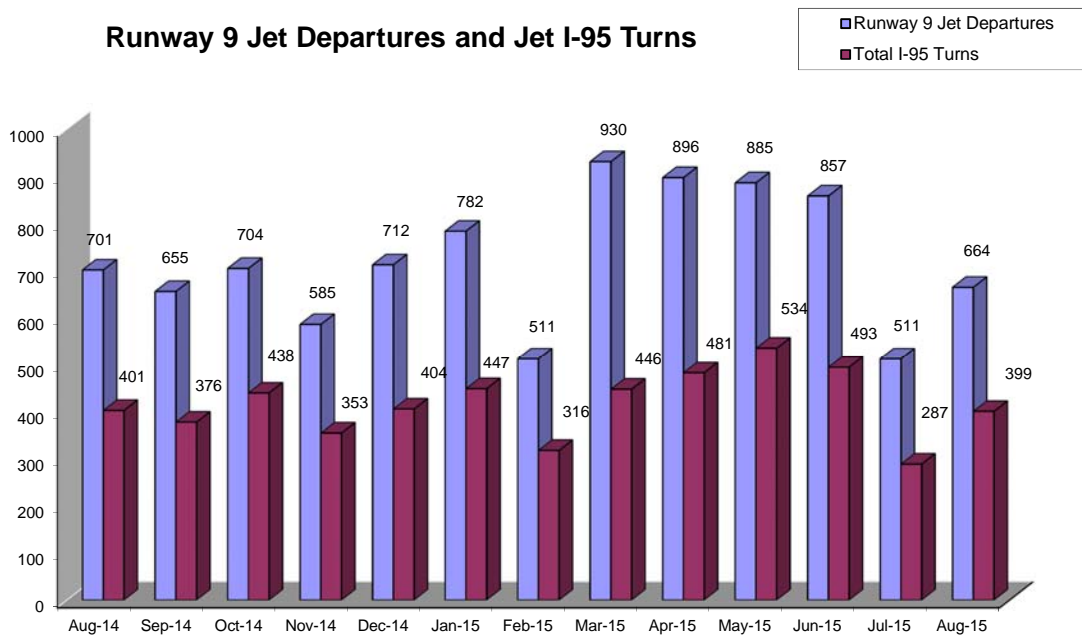
Number of Runway 9 Jet Departures over 80 decibels:

13

Runway 9 Jet Departures and Jet Over 80 Decibels



Runway 9 Jet Departures and Jet I-95 Turns

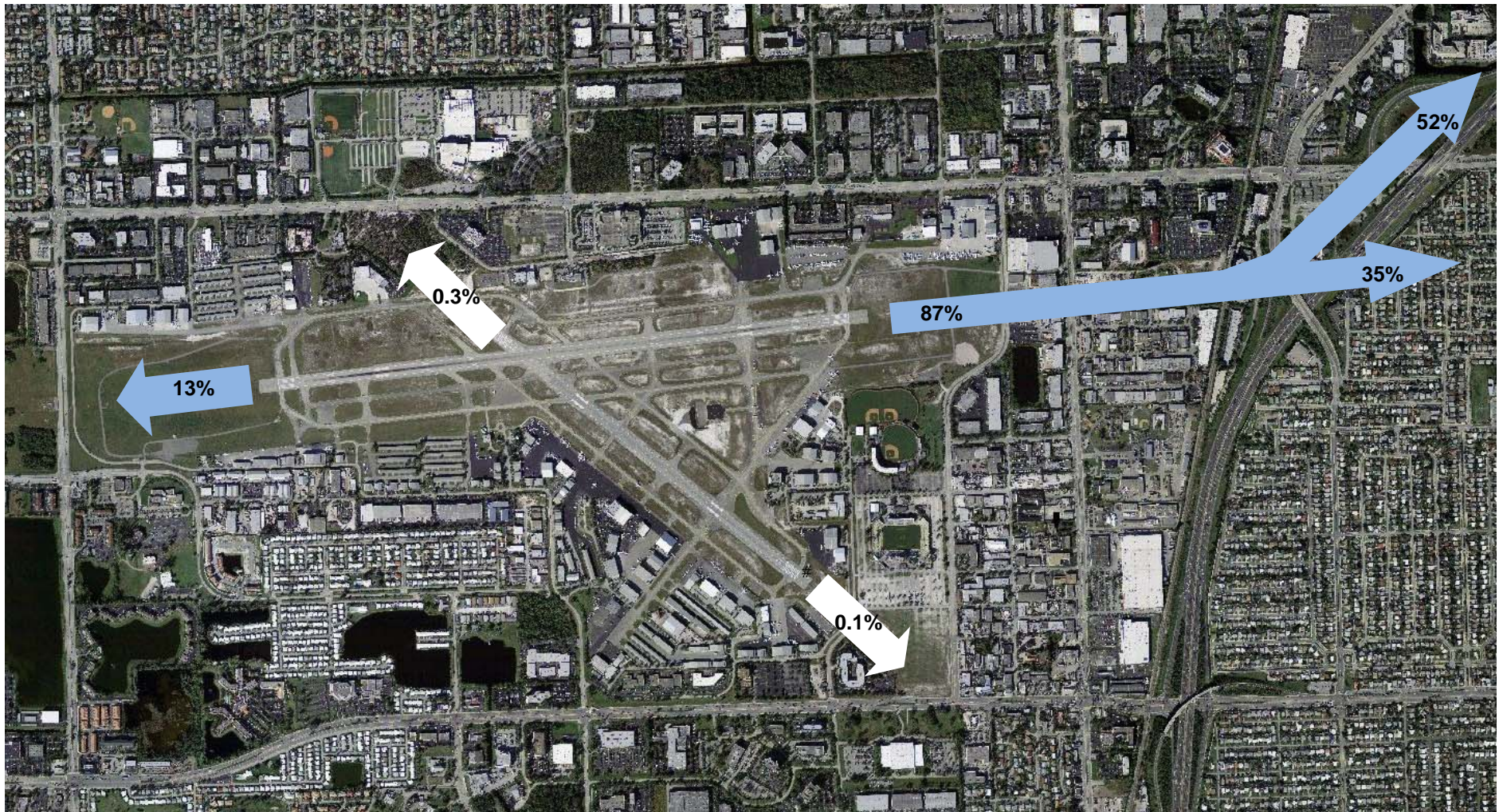


COOPERATIVE NOISE ABATEMENT EFFORT

Month of August

September 24, 2015

Percentage of Jet Departures Per Runway



UPDATE ITEM B

DATE: September 24, 2015
 TO: Aviation Advisory Board
 FROM: Julie Leonard, Transportation and Mobility Deputy Director
 VIA: Rufus A. James, Acting Airport Manager
 BY: Carlton M. Harrison, Airport Operations Supervisor
 SUBJECT: Airport Development and Construction



August 2015

| Date | Alert Level | Aircraft Type | Problem |
|---------------------------|-------------|--------------------|--|
| 8/7/15 | Alert II | PA31 | Unsafe gear indication |
| 8/7/15 | Alert II | SR22 | Carbon monoxide warning light |
| 8/9/15 | Alert II | PA28 | Unsafe gear indication |
| 8/9/15 | Alert III | M20 | Gear-up landing on Runway 27 |
| 8/30/15 | Alert II | Lancair IV | Lost engine power, emergency landing off airport |
| Airport Operations | | August 2014 | August 2015 |
| Total Operations | | 14,385 | 13,189 |
| 12 month Cumulative | | 168,003 | 162,200 |

| | |
|------------------------------|-----|
| Operations 10:00pm to 7:00am | 687 |
| Average Operations per night | 22 |

| | | |
|----------------------------|--------------------|--------------------|
| Customs Operations | August 2014 | August 2015 |
| Total Aircraft Cleared | 914 | 843 |
| 12 month Cumulative | 12,371 | 11,993 |
| Total Passengers/Crew | 3,667 | 3,274 |
| 12 month Cumulative | 45,836 | 43,437 |
| Helistop Operations | August 2014 | August 2015 |
| Total Operations | 0* | 76 |
| 12 month Cumulative* | 888 | 960* |

*Data missing from August and September 2014.

UPDATE ITEM C

DATE: September 24, 2015
TO: Aviation Advisory Board
FROM: Julie Leonard, Transportation and Mobility Deputy Director
BY: Diana McDowell, Administrative Assistant II
SUBJECT: Arrearages



Rent

There are no arrearages to report.

Fuel Flowage

There are no arrearages to report.

UPDATE ITEM F

DATE: September 24, 2015
TO: Aviation Advisory Board
FROM: Julie Leonard, Transportation and Mobility Deputy Director
BY: Florence Straugh, Noise Abatement Officer
SUBJECT: Runway 9/27 Weight Bearing Restriction



Runway 9/27 Weight Bearing Restriction

We would like to inform the Aviation Advisory Board of the City's initiative to lift the *Runway Weight Bearing Capacity* restriction for Runway 9/27 at Fort Lauderdale Executive Airport (FXE).

At the urging of tenants and users, the Airport tasked the acoustical consulting team with developing a "White Paper" to explore the effects of the current 60,000 pound dual wheel weight limit on Runway 9/27. The weight-bearing limit was imposed as a result of a 1981 Settlement Agreement with the City of Tamarac in an effort to control airport-related noise.

The "White Paper" identified that the restriction is now counterproductive from a noise perspective, and there would be positive economic benefits to the airport tenants, area businesses, the City, and other local communities by lifting the weight-bearing limit from this runway. Benefits include additional airport fuel sales, increased sales and services for airport tenants, airport improvements, and broader benefits to the local economy for hotels, restaurants, rental cars, and other business activities.

Attached is a memorandum (Exhibit 1) to the City Manager, dated April 30, 2015, which summarizes the background and purpose of the initiative.

With the recently conducted, pavement condition evaluation of the runway, the City will be considering fiscal implications from lifting the weight restriction as this initiative moves ahead. The City will meet with the Federal Aviation Administration (FAA) to discuss their requirements for environmental review. After FAA coordination, the next step would be to have the City meet with officials from the City of Tamarac to discuss the plan.

We will keep the Board updated on the progress of this initiative.



Transportation and Mobility Department

Memorandum #15-51

DATE: April 30, 2015

TO: Lee R. Feldman, ICMA-CM, City Manager

VIA: Diana Alarcon, Director *DA*

FROM: Julie Leonard, Deputy Director *Leonard*

SUBJECT: Recommendation to raise the runway weight bearing capacity at Executive Airport for Runway 09-27 (formerly designated as Runway 08-26)

Recommendations

This is a recommendation to raise the runway weight bearing capacity at Fort Lauderdale Executive Airport (FXE) from 60,000 pounds (lbs.) dual-wheel to 90,000 lbs. dual-wheel for Runway 09-27 (formerly designated as Runway 08-26). This action will require a meeting with the City of Tamarac City's City Manager to discuss the proposed change and necessary steps to address the settlement agreement and public concerns.

Background

In a report conducted by Harris Miller Miller & Hanson Inc., it is recommended that the weight bearing capacity be lifted from 60,000 to 90,000 lbs. dual-wheel.

FXE has continuously worked to reduce aircraft noise following the FAA's framework for noise compatibility planning process. The City has had a long-standing commitment to the surrounding communities to continue efforts to reduce noise. The request to raise the weight does not encourage aircraft noise but is a request which will enable aircraft that already operate at the Airport to conduct flights more efficiently.

Based on the 1981 final judgment/settlement agreement, the City is required to work with the City of Tamarac to request the proposed change. Airport staff has discussed with Tamarac staff this proposal of increasing the runway weight bearing capacity and the circumstance that the original purpose for setting the limitation to reduce noise has become obsolete. The advancement in quiet technologies and the phase-out of Stage I and II jets under 75,000 pounds by 2016 will eliminate the majority of the loud aircraft from operating at FXE. The response from Tamarac staff was favorable.

Benefits

Heavier aircraft does not mean louder aircraft. The new weight capacity will allow for current aircraft to operate at their designed performance capacities, which enables aircraft operators a greater flexibility to fly to farther destinations more efficiently.

This modification will generate an increase in the economic opportunities for the Airport, tenants and area businesses, ultimately benefiting the business community by attracting and expanding the long-range business jet market to Executive Airport.

Challenges

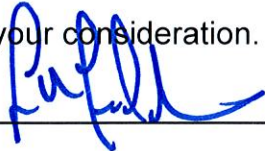
In increasing the runway weight bearing capacity there are two major challenges that must be addressed. The first challenge is the support from the City of Tamarac Commission for the change and that the appropriate legal mechanisms are completed, i.e. resolutions and memorandums of understandings. The second challenge will be to address the public's concerns, which may be increased safety and/or noise concerns.

Estimated Timeline to Accomplish

- One month to arrange for meetings with City of Tamarac
- One month to arrange for two public meetings/workshops to announce the change and hear public comments
- One month process Aviation Advisory Board and City Commission agendas

Thank you for your consideration.

Approved _____



4/30/15
Date

C: Susan M. Torriente, Assistant City Manager
DJ Williams-Persad, Assistant City Attorney
Rufus James, Acting Airport Manager

UPDATE ITEM G

DATE: September 24, 2015
TO: Aviation Advisory Board
FROM: Julie Leonard, Transportation and Mobility Deputy Director
BY: Rufus A. James, Acting Airport Manager
SUBJECT: Chapter 7 – Airport Rules and Regulations Update



The Fort Lauderdale Executive Airport Rules and Regulations were established with the intent to contribute to Chapter 7 of the City of Fort Lauderdale Code of Ordinance for the safe and efficient operation of the Airport. The fundamental purpose of the Airport Rules and Regulations is to promote, protect, and improve the health, safety, and general welfare of the Airport tenants and its users.

The Airport Rules and Regulations apply to the activities of the tenants and users of Executive Airport and are subject to review and revision as recommended by the Airport Manager and the Aviation Advisory Board. Since June 1993 when the Airport Rules and Regulations became effective, many changes have occurred around the Airport and within the aviation industry that require a review and rewrite of the existing Airport Rules and Regulations. With the addition of new State and Federal regulations, and revisions to Advisory Circulars regarding the operation of general aviation airports it is necessary to develop and implement these regulations accordingly.

The regulations and advisories have been updated with the intent to ensure adequate protection of the environment, the traveling public, and the residents of Fort Lauderdale. Additionally, the updates to Chapter 7 of the Code of Ordinance will ensure the safe and secure operation of the Executive Airport and the John Fuhrer Downtown Heliport.

A draft copy of the Airport Rules and Regulations was provided to the prime aviation tenants to review and provide comments. All comments and feedback will be taken under consideration for discussion, and a final version will be presented to the Board prior to submitting to the City Commission for approval.

We will keep the Board updated on the progress of this initiative.

REVISED

UPDATE ITEM H

DATE: September 24, 2015
TO: Aviation Advisory Board
FROM: Julie Leonard, Transportation and Mobility Deputy Director
BY: Rufus A. James, Acting Airport Manager
SUBJECT: Executive Airport – Parcel 9, 32 & 33 Lease Negotiations

At the March 26, 2015 Aviation Advisory Board meeting, a memo was presented regarding the Parcel 9/Aero Toy Store Lease expiration for failure to construct improvements by April 2015 (Exhibit 1). During this meeting, representatives from Sheltair FXE Northside, LLC (Sheltair) and the Mortgagee, CPC Finance I, LLC (CPC) proposed a Ninety (90) day extension to the Lease in order for Aero Toy Store to enter into a contract with Sheltair. The Board passed the extension request unanimously.

The City's real estate representative, CBRE, is currently negotiating the Lease terms with Sheltair for Parcel 9. In addition, Sheltair has also demonstrated interest in two undeveloped aviation properties (Parcels 32 & 33) adjacent to Parcel 9 to be combined as a package for all three parcels (Exhibit 2). Parcel 32 is approximately 3.57 acres (155,509 square feet), and Parcel 33 is approximately 1.97 acres (85,813 square feet). During the past few months, CBRE and Sheltair have exchanged several proposals but are not at the point of reaching agreeable terms for the Lease of Parcels 9, 32 & 33.

On September 11, 2015, CPC submitted a proposal to enter into a new lease agreement with the City for Parcels 9, 32 & 33 (Exhibit 3). After a review of the proposal submitted by CPC some questions still remain, which will need to be addressed prior to accepting the proposal for consideration.

On September 21, 2015, Attorney Michael W. Moskowitz, representing Sheltair, provided an updated comparison matrix with additional terms and changes to the August 12, 2015 Sheltair proposal. A comparison of the proposals submitted by Sheltair and CPC is provided for review in the attached matrix (Exhibit 4).

The proposal submitted by CPC, and the updated information provided by Sheltair in the matrix is for the Board's review. Your feedback is greatly appreciated in considering the best use of aviation leasehold properties and the continued success of the Airport for the flying public, tenant operators, and the City.

UPDATE ITEM H

DATE: September 24, 2015
TO: Aviation Advisory Board
FROM: Julie Leonard, Transportation and Mobility Deputy Director
BY: Rufus A. James, Acting Airport Manager
SUBJECT: Executive Airport – Parcel 9, 32 & 33 Lease Negotiations

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On September 11, 2015, CPC submitted a proposal to enter into a new lease agreement with the City for Parcels 9, 32 & 33 (Exhibit 3). After a review of the proposal submitted by CPC some questions still remain, which will need to be addressed prior to accepting the proposal for consideration. A comparison of Sheltair's recent proposal and CPC's initial proposal is provided for review (Exhibit 4).

Considering the nature of CPC's proposal, some concerns are apparent and we will be discussing with the City Attorney's office for clarification. We will keep the Board updated on the progress of this initiative.

DATE: March 26, 2015
TO: Aviation Advisory Board
FROM: Julie Leonard, Transportation and Mobility Deputy Director
BY: Rufus A. James, Acting Airport Manager
SUBJECT: Executive Airport – Parcel 9 Lease Expiration, Failure to Construct Improvements

The Parcel 9 Lease commenced on January 1, 1980 with a term of 30 years and was scheduled to expire on December 31, 2009. The property consisted of 7.8 acres and was improved with 50,706 square feet of hangar and FBO office space. On November 21, 2001, the Lease was assigned to Aero Toy Store, INC., (Aero Toy Store) and was later assigned to Aero Toy Store LLC on September 13, 2002. Aero Toy Store currently leases Parcel 9 (Exhibit 1), operates Executive Jet Center, a Fixed Base Operation (FBO), and specializes in the sale of corporate jet aircraft. Additionally, Aero Toy Store operates an aircraft completion center on privately owned property adjacent to the Leasehold with access to the Airport.

An Amended and Restated Lease for this Parcel commenced on April 1, 2008 with a term of 30 years, expiring on March 31, 2038. Aero Toy Store agreed to replace the existing buildings and redevelop the entire property with a modern \$15,000,000 facility. The redeveloped facility would consist of three hangars totaling 80,431 square feet and a new 30,750 square foot FBO office building.

Furthermore, the Terms of the Lease Agreement included provisions for the Lease to expire 60 months after the commencement if the Lessee failed to construct the improvements. The leasehold was expanded by approximately 4.5 acres of adjacent unimproved property resulting in a combined parcel size of approximately 12.3 acres. Aero Toy Store also proposed to install a new underground storage tank for 100LL aviation fuel to supplement an existing underground storage tank for Jet A aviation fuel, in accordance with the City's Minimum Standards.

According to the terms of the Lease, Aero Toy Store was required to construct the improvements in phases, with Phase I constructed by April 1, 2011 and Phase II by April 1, 2013. Unfortunately, due to the economic situation experienced by the aviation industry Aero Toy Store was not able to commence Phase 1 within the established period. Aero Toy Store requested an additional 24 months to complete the construction of Phase 1 and Phase II, extending the date of completion. In consideration for the additional time, Aero Toy Store offered to increase the current rent by five (5) percent.

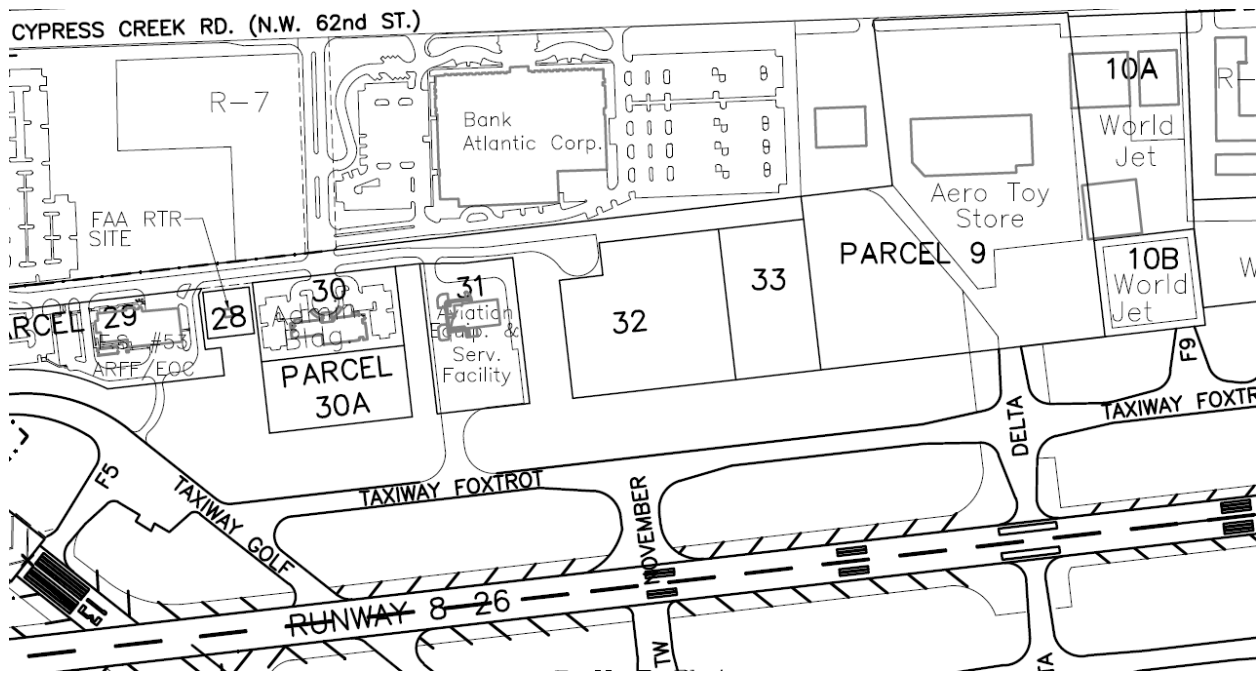
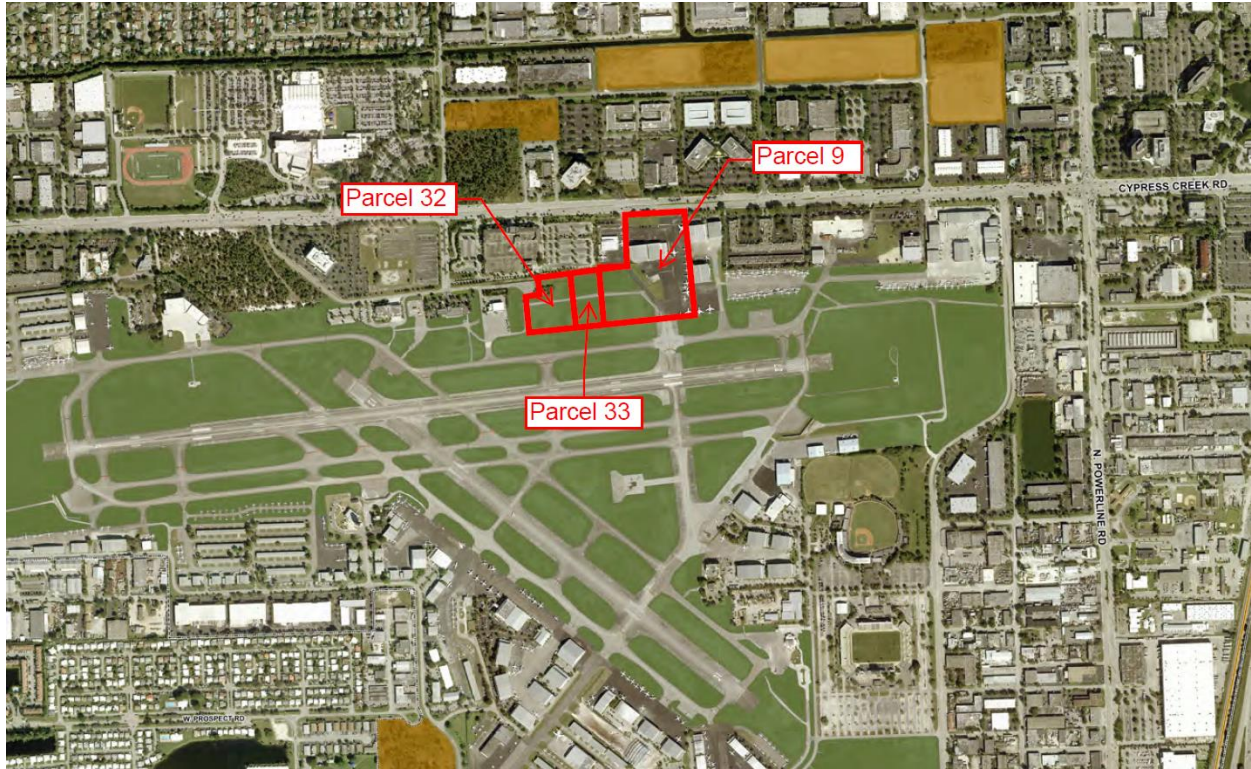
The amendment to the Lease also included provisions in the Terms specifying the Lease will expire on April 1, 2015, eighty-four (84) months from the commencement date if the Lessee failed to provide evidence that it constructed the improvements. On March 20, 2012, the City Commission approved an Amendment to Lease Agreement for an extension to complete the construction improvements.

Aero Toy Store was notified on June 25, 2014 and August 8, 2014 of its obligation to perform the required construction improvements for Parcel 9, and was reminded of the Lease expiring on April 1, 2015. Staff received a phone call from the Owner, Morris Shirazi, and he explained that negotiations were underway with a potential client to assign the Lease.

On December 18, 2014, the City Manager and staff met with representatives from Aero Toy Store and Sheltair FXE Northside, LLC (Sheltair) to discuss the existing issues with the Lease. Sheltair made a proposal, which consisted of constructing the required improvements; however, the Terms proposed by Sheltair were not in the best interest of the City.

On March 18, 2015, the City Manager met with a group representing the Mortgagee, CPC Finance I, LLC and MBG Finance Holdings, LLC. The Mortgagee is exercising the rights set forth in Paragraph 42 of the Amended and Restated Lease to remedy the default for non-performance of construction improvements. As indicated in the attached letter (Exhibit 2) by Attorney Matthew E. Morrall representing the Mortgagee, an extension of ninety (90) days is being requested beyond the April 1, 2015 expiration date.

A request has also been made (Exhibit 3) by Attorney Jacob G. Horowitz, representing Aero Toy Store, for an extension beyond the April 1, 2015 expiration date, to continue negotiating with the City. Aero Toy Store and Sheltair are still under contract and are working with the City to negotiate a lease that ensures the highest and best use of Airport leasehold properties.



Matthew E. Morrall, P.A.

2850 North Andrews Avenue
Fort Lauderdale, Florida 33311-2514
Telephone (954) 563-4005

Matthew E. Morrall, Esquire

Facsimile: (954) 566-7754
E-mail: morrall@bellsouth.net

September 11, 2015

VIA EMAIL

Mr. Lee Feldman
City Manager
100 N. Andrews Avenue
Fort Lauderdale, Florida 33301

RE: Proposed Terms for Ground Lease ("Lease") by and between the City of Fort Lauderdale ("City") and CPC Finance I, LLC, a Florida limited liability company and/or its assigns ("CPC") Parcels 9, 32 and 33 ("Premises") Fort Lauderdale Executive Airport ("FXE")

Dear Mr. Feldman:

I represent CPC the Judgment Creditor of Aero Toy Store, LLC ("Aero") that is in the process of instituting a Sherriff Sale on the Leasehold Interest on the Fort Lauderdale Executive Airport ("FXE"), Parcel 9, property. If you will recall, we met earlier this year to discuss the issues associated with CPC, Aero and FXE and have been diligently working towards a solution that is advantageous to the City and CPC. At that time, I introduced you to Hamid Hashemi, an experienced FBO Operator and also the CEO of IPIC as well as Patrick Marino, the principal of CPC. As part of this process, we understand the City has been contacted by other parties regarding transferring the Leasehold Interest and satisfying our claim. During this time, we have been working with these parties to try to resolve the Judgment Lien and the Lease issues with the City. As part of our investigation, we have discovered significant ongoing litigation against Aero and the owners of Aero as Guarantors [alleged claims in excess of forty million (\$40,000,000.00) dollars] that create potential issues for the City and my clients in the event a bankruptcy occurs subsequent to any Lease transaction that has been previously proposed. In reviewing these issues, CPC believes that by pursuing the Sherriff Sale and removing the Leasehold Interest from the potential bankruptcy estate, the risks associated with any such claim would be eliminated because of the arm's length nature of the transaction. This resolution is only available by my client because of the Court's sanction of the Sherriff Sale and because of the arm's length nature of the transaction avoiding a potential lengthy involvement with a bankruptcy court that could delay any future leases on Parcel 9.

Given this proposed resolution, CPC is willing to complete the Sherriff Sale contingent upon the City accepting the following offer to lease Parcels 9, 32 and 33 and entering into a new Lease with an affiliated entity of CPC for these Parcels. After approval of the Lease with a CPC

affiliate but before the Lease begins, CPC will have the Sheriff Sale and eliminate Aero rights to the property and eliminate CPC's liens on the Leasehold Property. The new proposed lease with CPC affiliate will contain similar terms to be agreed with the City as follows:

LEASEHOLD PROPERTY- The LEASEHOLD PROPERTY consists of Parcels 9, 32 and 33, and would include all easements, rights of way etc. reasonably necessary and/or currently in use to service said property including a possible future authorized "through the fence" access/use to the Parcel owned in Fee Simple by Free Trade LLC (an affiliate of Aero currently used by Aero). This would be subject to CPC being able to reach an accommodation with the Landowner or its Lenders and acquiring the Free Trade property or access to the Free Trade property during the term of the Lease.

TERM- The initial Term would be for thirty (30) years. In the event the City grants any future leases for airport leaseholds longer than thirty (30) years, then, CPC would have an Option to extend for the newly allowed period (not to exceed an additional ten years) during the initial Term. In addition CPC is asking for two ten year options providing CPC is in compliance with the Lease Terms at the time of renewal.

RENT- Rent payable to the City shall be payable at .528 dollars per square foot and calculated annually based on the square footage of the Leasehold Interest Property. In addition, my client is willing to pay the four (4%) percent commission to CBRE of .02112 dollars per square foot resulting in a total lease payment of .54912 dollars per square foot. The .54912 dollar per square foot includes any and all payments to CBRE and is the total payment.

CPC'S DEVELOPMENT COMMITMENT-CPC shall commit to invest a total of Fifteen Million (\$15,000,000.00) Dollars into new improvements/renovations on the Premises ("CPC Investment") within forty-eight (48) months of the Commencement Date of the initial Term ("Phase I Improvements") and an additional Ten Million (\$10,000,000) dollars within eighty-four months of the Commencement Date (Phase II Improvements"). The CPC Investment is currently anticipated to consist of approximately: (i) 177,400 (sq. ft.) square feet of hangar space, constructed in eight (8) hangars buildings; (ii) 53,683 (sq. ft.) square feet of aviation related office (including FBO) and shop space; and as well as new aprons, taxi lanes and/or landside automobile parking lot areas as set forth in the proposed sketch attached as Exhibit "A". The design and square footage is subject to governmental approvals and CPC reserves the right to modify this plan but not the expenditure total for the total Capital Improvements.

SECURITY- Within thirty (30) days of the Commencement Date of the initial term of the new Lease, CPC shall place a Five Hundred Thousand (\$500,000.00) Dollar deposit in escrow to be held until the issuance of a building permit and commencement of construction of Phase I of the Proposed Improvements.

LEASE- The Lease form and language would be substantially similar to the most current lease(s) by and between the City and other FBO operators on FXE Airport containing the above terms. Additionally, the Lease will allow similar financing language (found in similar leases) to the following:

LESSEE shall not obligate the Leased Premises for the costs of any improvements or alterations and shall not permit a lien to be filed upon said Leased Premises. Notwithstanding the foregoing,

the Parties hereby agree as follows:

(a) LESSOR hereby consents to LESSEE's interest under this Lease being mortgaged to any Federal or State Savings and Loan Association, Bank or Trust Company, Insurance Company, Pension Fund, Trust, similar lending institution and/or other non-public or public company authorized to make leasehold mortgage loans or offer leasehold financing in the State of Florida.

(b) If LESSEE shall mortgage its leasehold interest and if the holder of the mortgage or pledge shall forward to LESSOR, pursuant to the notice Section in this Lease, a duplicate original of the mortgage in recordable form, or a copy of the mortgage certified as a true copy by the Office of Official Records of Broward County, together with a written notice setting forth the name and address of the leasehold mortgagee, then, until the time that the leasehold mortgage shall be satisfied of record, the following provisions of this Section shall apply.

(c) When giving notice to LESSEE with respect to any default under the provisions of this Lease, LESSOR will use its best efforts to also serve a copy of such notice upon the leasehold mortgagee, which copy shall be sent by LESSOR by certified mail return receipt requested, to such leasehold mortgagee. No such notice to LESSEE shall be deemed to have been given, notwithstanding any provision of this Lease, unless a copy of such notice has been so sent to the leasehold mortgagee, which notice must specify the nature of each default. Notwithstanding the foregoing, the LESSOR shall not be liable to the LESSEE or their leasehold mortgagee for failure to provide notice in accordance with this section.

The leasehold mortgagee, upon receiving such notice, shall have, in addition to any period of grace extended to LESSEE under the terms of this Lease, a period of an additional thirty (30) days within which to cure the default or cause same to be cured or to commence to cure such default with diligence and continuity; provided, however, that as to any default of LESSEE for failure to pay rent or additional rent, the leasehold mortgagee shall have twenty (20) days from the date of receipt by leasehold mortgagee of such notice of default to cure such default.

Upon the happening of any default and receipt of notice of same from LESSOR, LESSEE will notify the leasehold mortgagee promptly of such occurrence and shall state in the notice what action has been or will be taken by LESSEE to cure the default.

(d) In case LESSEE shall default under any of the provisions of this Lease, the leasehold mortgagee shall have the right (but not an obligation) to cure such default whether same consists of the failure to pay rent or additional rent or the failure to perform any other matter or thing which LESSEE is required to do or perform and LESSOR shall accept such performance on the part of the leasehold mortgagee as though the same had been done or performed by LESSEE.

(e) LESSOR will take no action to effect a termination of the Lease until such time as the cure period provided herein to the mortgagee has expired and the defaults remain uncured, as long as FBO and fuel services are continuously provided by the mortgagee or its agent. During the cure period provided to the leasehold mortgagee, the leasehold mortgagee shall be entitled to (but shall not be required to): 1) obtain possession of the Premises (including possession by a receiver) and cure such default in the case of a default which is susceptible of being cured when the leasehold mortgagee has obtained possession; or 2) institute foreclosure

proceedings and complete such foreclosure or otherwise acquire LESSEE's interest under this Lease and thereafter proceed to cure such default; provided, however, that the leasehold mortgagee shall not be required to continue such possession or continue such foreclosure proceedings if the default which would have been the reason for LESSOR serving such notice of default shall be cured.

(f) The leasehold mortgagee may become the legal owner and holder of this Lease by foreclosure of its leasehold mortgage or as a result of the assignment of this Lease in lieu of foreclosure, made with LESSOR's consent, whereupon such leasehold mortgagee or assignee shall immediately become and remain liable under this Lease as provided in this Section, except that such leasehold mortgagee may assign this Lease with LESSOR's consent which shall not be unreasonably withheld or delayed and effective upon such assignment, the new lessee shall become and remain liable to LESSOR under this Lease, and the leasehold mortgagee shall no longer be liable to LESSOR in any fashion.

In the event that a leasehold mortgagee shall become the owner or holder of LESSEE's interest in this Lease by foreclosure of its mortgage or by assignment of this Lease in lieu of foreclosure or otherwise, the term "LESSEE" as used in this Lease, means only the owner or holder of the LESSEE's interest for the time being so that, in the event of a sale, assignment or other disposition of LESSEE's interest in this Lease by the leasehold mortgagee, the leasehold mortgagee's purchaser or assignee shall upon approval by the LESSOR, which shall not be unreasonably withheld or delayed, be deemed to assume and agree to carry out any and all covenants and obligations of LESSEE from and after the date that the mortgagee became the owner or holder. To wit in such event, the leasehold mortgagee's purchaser or assignee shall retroactively assume all covenants and obligations of the LESSEE from the date of transfer away from LESSEE to the leasehold mortgagee and/or the leasehold mortgagee's purchaser or assignee, whichever first occurs.

(g) Within ten (10) days after written request by LESSEE or by LESSEE's leasehold mortgagee, or in the event that upon any sale, assignment or mortgaging of LESSEE's interest in this Lease by LESSEE or LESSEE's leasehold mortgagee, an offset statement shall be required from LESSOR, LESSOR agrees to deliver in recordable form a certificate to any proposed leasehold mortgagee, purchaser, assignee or LESSEE, certifying (if such be the case): 1) the amount of Rent and additional Rent, if any, due under this Lease, and the date to which said sums have been paid; 2) that this Lease is in full force and effect; 3) that LESSOR has no knowledge of any default under this Lease, or if any default exists, specifying the nature of the default; 4) that there are no defenses or offsets known to LESSOR which may be asserted by LESSOR against the LESSEE in respect of obligations pursuant to this Lease.

(h) Reference in this Lease to acquisition of the LESSEE's interest in this Lease by the leasehold mortgagee shall be deemed to refer, where circumstances require, to acquisition of the LESSEE's interest in this Lease by any purchaser at a sale on foreclosure of the leasehold mortgage and provisions applicable to the leasehold mortgagee in such instance or instances shall also be applicable to any such purchaser.

(i) So long as LESSEE's interest in this Lease shall be mortgaged to a leasehold mortgagee, the parties agree for the benefit of such leasehold mortgagee that LESSOR shall not sell, grant or convey to LESSEE all or any portion of the LESSOR's fee simple title to the Leased

Premises without the prior written consent of such leasehold mortgagee except as provided herein. In the event of any such sale, grant or conveyance by LESSOR to the LESSEE, LESSOR and LESSEE agree that no such sale, grant or conveyance shall create a merger of this Lease into a fee simple title to the Leased Premises. This Section shall not be construed to prevent sale, grant or conveyance of LESSOR's fee simple title by LESSOR to any person, firm or corporation other than LESSEE, its successors, legal representatives and assigns.

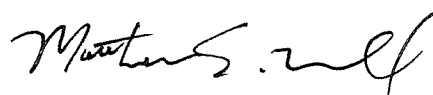
j) Reference in this Lease to a leasehold mortgagee shall be deemed to refer where circumstances require, to any assignee (subject to the provisions of this Section set forth above) of a leasehold mortgagee; provided that such assignee shall forward to LESSOR, pursuant to the notice Section in this Lease a duplicate original of the assignment of the leasehold mortgage in a form proper for recording or a copy of such assignment, certified as a true copy by the Office of Official Records of the applicable county, together with a written notice setting forth the name and address of the assignee.

(k) Any leasehold mortgage shall be specifically subject and subordinate to LESSOR's rights under this Lease. The sentence immediately preceding shall not be deemed or construed (by implication or otherwise) to impose or establish upon LESSEE's interest in this Lease or upon the lien of any leasehold mortgage, the superiority of any lien or encumbrance, including, without limitation, the lien of any fee mortgage, judgment, tax created directly or indirectly by, through or against LESSOR or LESSOR's interest in this Lease. Despite any provision which is or may appear to the contrary in this Lease, under no circumstances whatsoever shall the fee simple title interest of LESSOR in the Leased Premises, or any portion of same, be subordinated.

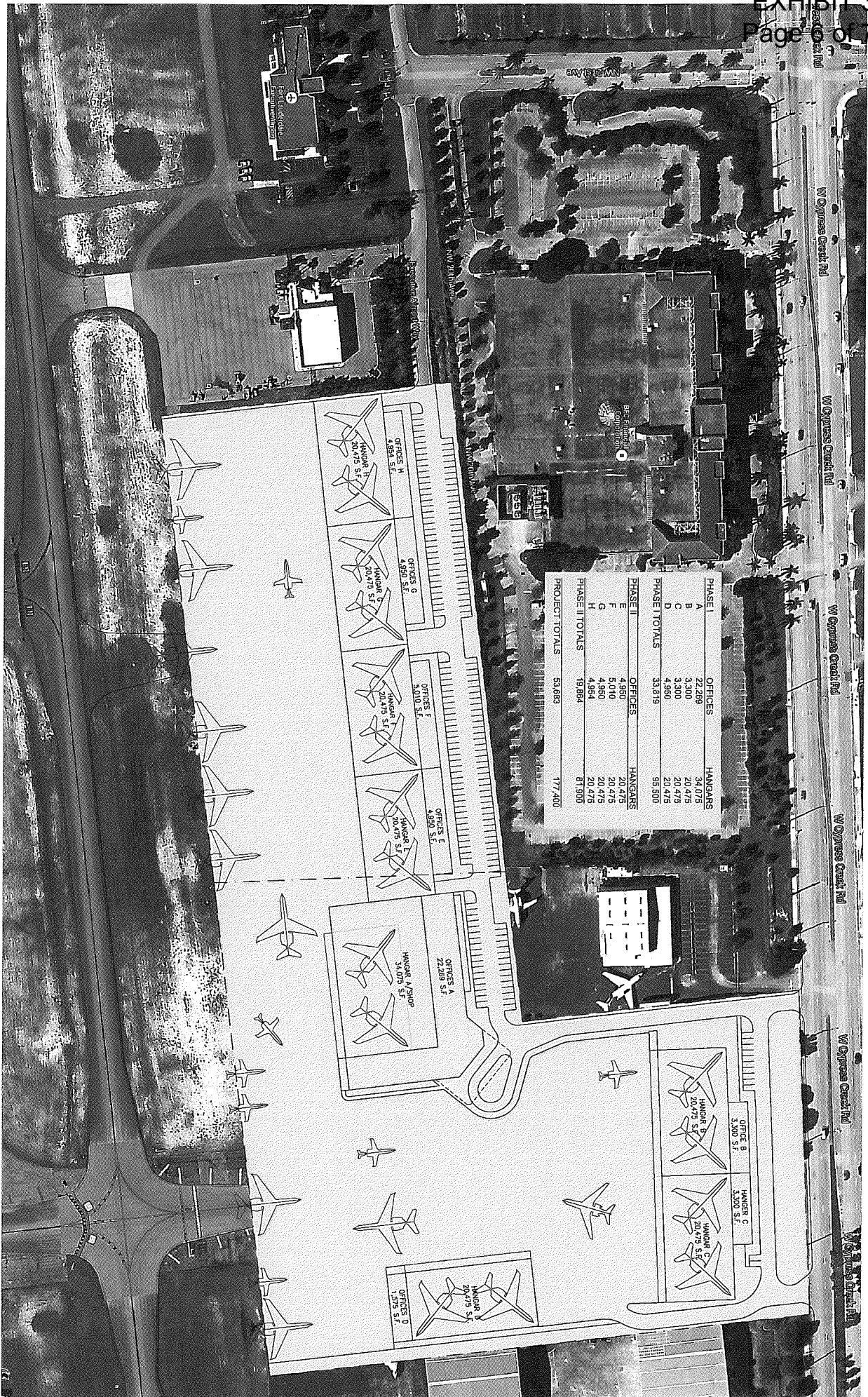
(l) Notwithstanding any other provision in this Section or Lease, after a default by LESSEE whereby any leasehold mortgagee shall acquire any rights and/or obligations under this Lease, including as a result of bidding or lack thereof at auction after foreclosure, and thereafter the leasehold mortgagee or referee at sale proposes to assign, sell, rent, or otherwise transfer any interests, rights, and obligations to a special purpose entity and/or third party, or allow use of the property under this lease by a special purpose entity and/or third party, any such assignment, sale, transfer, or use of the property under this Lease by a special purpose entity and/or third party is contingent upon LESSOR confirming to its satisfaction that the special purpose entity and/or third party has the financial and operational capabilities sufficient for the proper conduct of a fixed base operator as those capabilities are defined in this Lease or any other lease that is subject to this provision, and any Minimum Standards applicable to the airport. The LESSOR may also submit nominees to the leasehold mortgagee, and the leasehold mortgagee shall negotiate in good faith and act with said nominees in order to determine whether any such nominee meets the leasehold mortgagee's qualifications.

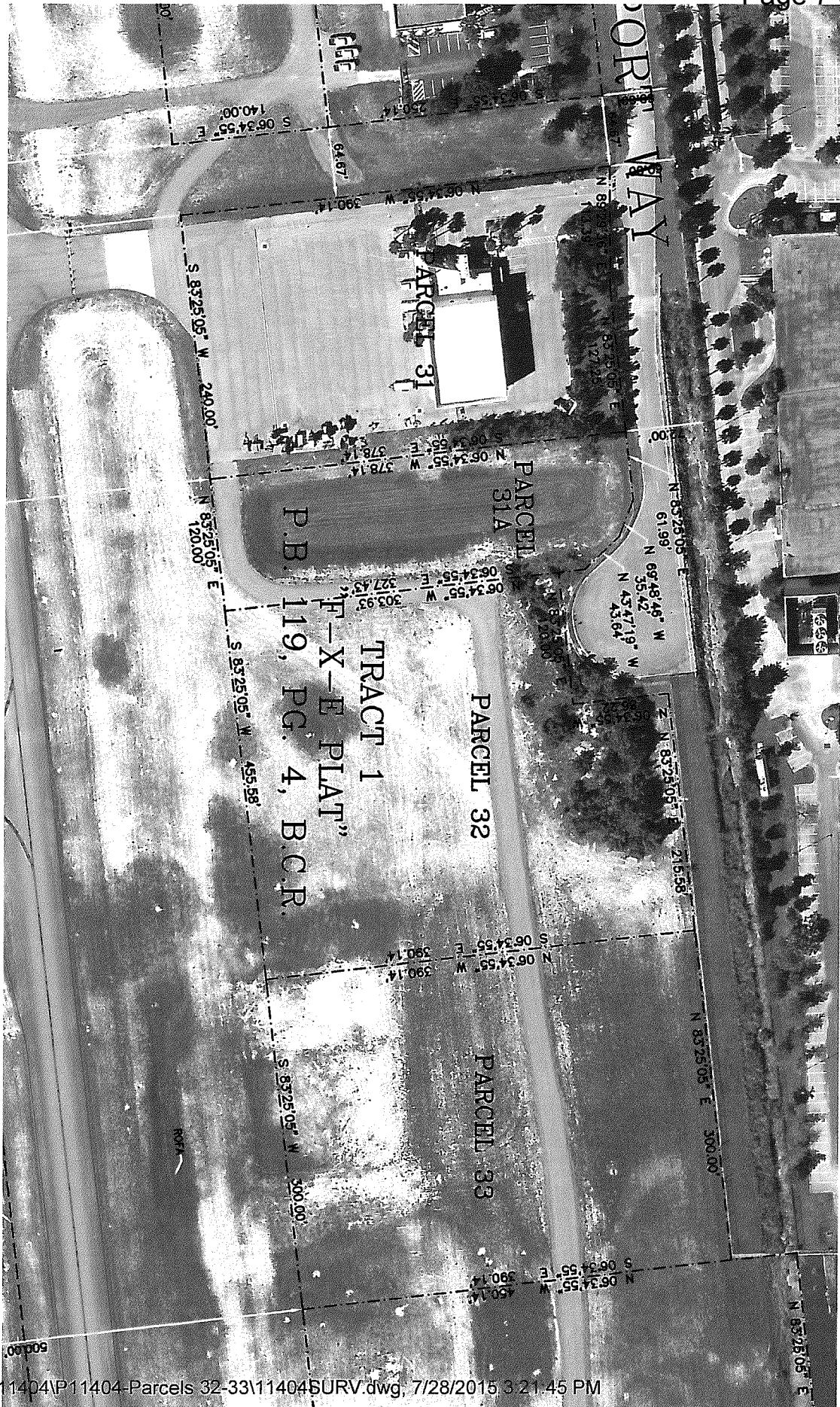
CPC appreciates all the courtesies and co-operation extended by the City and look forward to successfully concluding a new Lease Agreement.

Sincerely,

A handwritten signature in black ink, appearing to read "Matthew E. Morrall", written in a cursive style.

Matthew E. Morrall





REVISION #2
UPDATE ITEM H
EXHIBIT 4

REVISED Sheltair- CPC Proposal Comparison Matrix

| DESCRIPTION | SHELTAIR PROPOSAL 8/12/15 | CPC Proposal 9/11/15 | <u>SHELTAIR PROPOSAL 9/22/15</u> |
|---------------------------|---|---|---|
| Term | 30 Years | 30 years, in the event City grants longer terms, CPC would have the Option to Extend for the newly allowed period | Remains Unchanged |
| Lease Commencement | Upon execution and delivery of mutually agreed upon Lease amendment and approval by Commission | After Sheriff Sale and elimination of ATS rights to the property and eliminate CPC liens on Leasehold Property | |
| Type of Lease | Ground Lease | Ground Lease | Remains Unchanged |
| Annual Rent Rate | \$0.50 PSF | \$0.528 PSF | \$0.53 PSF |
| Security Deposit | Three months rent | Not Addressed | Remains Unchanged |
| Rent Commencement | <p>Parcel 9- From CO or 18 months from the Effective Date, whichever first occurs, the Base Rent shall be \$0.50 per square foot.</p> <p>Parcels 32 & 33- Upon receipt of CO, or no more than 24 months from the Effective Date whichever is less</p> | Not Addressed | <p>Parcel 9- Rent will commence on the Effective Date at \$0.53 PSF.</p> <p>Parcels 32 & 33-Construction Assurance Deposit (“CAD”) of \$500,000.00 (A sum equal to two years of annual rent shall be forfeited to the City in the event construction does not commence within twenty-four (24) months of Effective Date if construction does not commence on Parcels 32 and 33). Rent on the unimproved parcels shall commence at the rate of \$0.35 PSF upon the earlier of CO or 24 months (see below). The CAD shall be returned to Sheltair upon completion and CO of the entire Northside Redevelopment.</p> |

REVISION #2
UPDATE ITEM H
EXHIBIT 4

| | | | |
|------------------------------------|---|---|--|
| Rent Commencement Continued | | | Sheltair waives it prior request for the \$1.5 Million City of Ft. Lauderdale Site Preparation Assistance. |
| Site Development Assistance | <p>Option 1: Sheltair is therefore requesting Landlord's limited and yet joint participation to provide for rent credits, abatement of rent or a step-up program that will allow full absorption of this site preparation expense over a 10- year period.</p> <p>Option 2: Base Rent for Parcels 32 and 33 be lowered to \$0.35 PSF</p> | Not Addressed | <p>Option 1: deleted.</p> <p>Sheltair specifically waives its prior request for the City to provide \$1.5 Million Site Preparation Assistance</p> <p>Option 2-: remains unchanged.</p> |
| Annual Increases | Base Land Rent shall increase at one year intervals based on CPI with a maximum cumulative increase of 10% during a given five (5) years. | Not Addressed | Remains Unchanged |
| Option to Renew | Two (2) Five (5) Year Options | Two (2), Ten (10) Year Options | Two (2) Ten (10) Year Options |
| Operating Expenses | Tenant shall be responsible of all operating expenses, real estate taxes and insurance associated with the Premises | Not Addressed | Remains Unchanged |
| Premises Alterations | Sheltair shall commit to invest a total of \$25 Million into constructing in one simultaneous Phase over 200,000 sf of new improvements on the Premises within thirty-six (36) months of the Commencement of the Initial Term. The Sheltair Investment is currently anticipated to consist of approximately: (i) 158,000 sf of hangar space, constructed in eight (8) hangars buildings; (ii) 32,000 sf of | CPC shall commit to invest \$15 Million into new improvements/renovations within forty-eight (48) months of the Commencement Date of the Initial Term (Phase I) and an additional \$10 Million within eighty-four(84) months of the Commencement Date (Phase II) Investment to consist of approximately: (i) 177,400 sf of hangar space, constructed in 8 | The Sheltair proposed time to invest is reduced from 36 months to 24 months. <u>To be clear, Sheltair is proposing a single phase, completely funded \$25,000,000 project to be completed within 24 month of the execution of the lease in one single phase.</u> |

REVISION #2
UPDATE ITEM H
EXHIBIT 4

| | | | |
|---|--|--|--|
| Premises Alterations –Con’t. | aviation related office and shop space; and (iii) 9,500sf of FBO terminal, as well as new aprons, taxi lanes and/or landside automobile parking lot areas | hangar buildings; (ii) 53,683 sf of aviation related machine and shop space, as well as new aprons, taxi lanes and or landside automobile parking lot areas. | CPC is a multi-phase project. |
| Additional Benefit (I) to City to be considered as part of Offer | Banyan (Sheltair’s FBO Partner)- the <u>first HondaJet Regional Dealership Facility in the Southeastern United States</u> , thus requiring Banyan to lease additional hangar space on the Northside Redevelopment for Banyan’s internal growth | Not Addressed | Sheltair and Banyan (Sheltair’s FBO Partner)- the first HondaJet dealership in the Southeastern United States, thus Banyan requiring additional hangar space on the Northside Redevelopment |
| Additional Benefit (II) to City to be considered as part of Offer | BurgerFi HQ- relocation of corporate headquarters from North Palm Beach. It is currently estimated that the new headquarters would create <u>90</u> new jobs, with an avg. salary of \$75,000. | Not Addressed | BurgerFi HQ- relocation of corporate headquarters from North Palm Beach. It is currently estimated that the new headquarters would create <u>90</u> new jobs, with an avg. salary of \$75,000. |
| Additional Benefit (III) to City to be considered as part of Offer | BurgerFi will also lease a 22,800 SF hangar closest to its proposed corporate headquarters. | Not Addressed | BurgerFi will also lease a 22,800 SF hangar closest to its proposed corporate headquarters. |

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REVISION #2
UPDATE ITEM
H EXHIBIT 4

EXHIBIT "B"



REVISED Sheltair- CPC Proposal Comparison Matrix

| DESCRIPTION | SHELTAIR PROPOSAL 8/12/15 | CPC Proposal 9/11/15 | <u>SHELTAIR PROPOSAL 9/22/15</u> |
|---------------------------|---|---|---|
| Term | 30 Years | 30 years, in the event City grants longer terms, CPC would have the Option to Extend for the newly allowed period | Remains Unchanged |
| Lease Commencement | Upon execution and delivery of mutually agreed upon Lease amendment and approval by Commission | After Sheriff Sale and elimination of ATS rights to the property and eliminate CPC liens on Leasehold Property | |
| Type of Lease | Ground Lease | Ground Lease | Remains Unchanged |
| Annual Rent Rate | \$0.50 PSF | \$0.528 PSF | \$0.53 PSF |
| Security Deposit | Three months rent | Not Addressed | Remains Unchanged |
| Rent Commencement | <p>Parcel 9- From CO or 18 months from the Effective Date, whichever first occurs, the Base Rent shall be \$0.50 per square foot.</p> <p>Parcels 32 & 33- Upon receipt of CO, or no more than 24 months from the Effective Date whichever is less</p> | Not Addressed | <p>Parcel 9- Rent will commence on the Effective Date at the current Rent being level being paid by Aero Toy Store (of approximately \$0.43 PSF) and continues until the earlier of CO or 18 months, then increases automatically to \$0.53 PSF.</p> <p>Parcels 32 & 33- Construction Assurance Deposit (“COD”) of \$500,000.00 (A sum equal to two years of annual rent shall be forfeited to the City in the event construction does not commence within twenty-four (24) months of Effective Date if construction does not commence on Parcels 32 and 33). Rent on the unimproved parcels shall commence</p> |

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| | | | at the rate of \$0.35 PSF upon the earlier of CO or 24 months (see below). The CAD shall be returned to Sheltair upon completion and CO of the entire Northside Redevelopment. Sheltair waives it prior request for the \$1.5 Million City of Ft. Lauderdale Site Preparation Assistance. |
| Site Development Assistance | <p>Option 1: Sheltair is therefore requesting Landlord's limited and yet joint participation to provide for rent credits, abatement of rent or a step-up program that will allow full absorption of this site preparation expense over a 10- year period.</p> <p>Option 2: Base Rent for Parcels 32 and 33 be lowered to \$0.35 PSF</p> | Not Addressed | <p>Option 1: deleted.</p> <p>Sheltair specifically waives its prior request for the City to provide \$1.5 Million Site Preparation Assistance</p> <p>Option 2-: remains unchanged.</p> |
| Annual Increases | Base Land Rent shall increase at one year intervals based on CPI with a maximum cumulative increase of 10% during a given five (5) years. | Not Addressed | Remains Unchanged |
| Option to Renew | Two (2) Five (5) Year Options | Two (2), Ten (10) Year Options | Two (2) Ten (10) Year Options |
| Operating Expenses | Tenant shall be responsible of all operating expenses, real estate taxes and insurance associated with the Premises | Not Addressed | Remains Unchanged |
| Premises Alterations | Sheltair shall commit to invest a total of \$25 Million into constructing in one simultaneous Phase over 200,000 sf of new improvements on the Premises within thirty-six (36) months of the Commencement of the Initial Term. The Sheltair Investment is currently anticipated to consist of | CPC shall commit to invest \$15 Million into new improvements/renovations within forty-eight (48) months of the Commencement Date of the Initial Term (Phase I) and an additional \$10 Million within eight-four(84) months of the Commencement Date | The Sheltair proposal remains unchanged. <u>To be clear, Sheltair is proposing a single phase, completely funded \$25,000,000 project to be completed within 24 month of the execution of the lease in one single phase.</u> |

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| | approximately: (i) 158,000 sf of hangar space, constructed in eight (8) hangars buildings; (ii) 32,000 sf of aviation elated office and shop space; and (iii) 9,500sf of FBO terminal, as well as new aprons, taxi lanes and/or landside automobile parking lot areas | (Phase II) Investment to consist of approximately: (i) 177,400 sf of hangar space, constructed in 8 hangar buildings; (ii) 53,683 sf of aviation related oscine and shop space, as well as new aprons, taxi lanes and or landside automobile parking lot areas. | CPC is a multi-phase project. |
| Additional Benefit (I) to City to be considered as part of Offer | Banyan (Sheltair's FBO Partner)- the <u>first HondaJet Regional Dealership Facility in the Southeastern United States</u> , thus requiring Banyan to lease additional hangar space on the Northside Redevelopment for Banyan's internal growth | Not Addressed | Sheltair and Banyan (Sheltair's FBO Partner)- the first HondaJet dealership in the Southeastern United States, thus Banyan requiring additional hangar space on the Northside Redevelopment |
| Additional Benefit (II) to City to be considered as part of Offer | BurgerFi HQ- relocation of corporate headquarters from North Palm Beach. It is currently estimated that the new headquarters would create <u>90</u> new jobs, with an avg. salary of \$75,000. | Not Addressed | BurgerFi HQ- relocation of corporate headquarters from North Palm Beach. It is currently estimated that the new headquarters would create <u>90</u> new jobs, with an avg. salary of \$75,000. |
| Additional Benefit (III) to City to be considered as part of Offer | BurgerFi will also lease a 22,800 SF hangar closest to its proposed corporate headquarters. | Not Addressed | BurgerFi will also lease a 22,800 SF hangar closest to its proposed corporate headquarters. |



Sheltair- CPC Proposal Comparison Matrix

| | Sheltair Proposal 8/12/15 | CPC Proposal 9/11/15 |
|------------------------------------|---|--|
| Term | 30 Years | 30 Years, in the event City grants longer terms, CPC would have the Option to Extend for the newly allowed period |
| Lease Commencement | Upon execution and delivery of mutually agreed upon Lease amendment and approval by Commission | After Sherriff Sale and elimination of ATS rights to the property and eliminate CPC liens on Leasehold Property |
| Type of Lease | Ground Lease | Ground Lease |
| Annual Rental Rate | \$0.50 PSF | \$0.528 PSF |
| Rent Commencement | Parcel 9 – From CO or 18 months from the Effective Date, whichever first occurs, the Base Rent shall be \$0.50 per square foot. Parcels 32 & 33 - Upon receipt of CO, or no more than 24 months from the Effective Date, whichever is less | Not Addressed |
| Site Development Assistance | Option 1: Sheltair is therefore requesting Landlord's limited and yet joint participation to provide for rent credits, abatement of rent or a step-up program that will allow full absorption of this site preparation expense over a 10-year period. Option 2: Base Rent for Parcels 32 and 33 be lowered to \$0.35 PSF | Not Addressed |
| Annual Increases | Base Land Rent shall increase at one year intervals based on CPI with a maximum cumulative increase of 10% during a given five (5) years. | Not Addressed |
| Option to Renew | Two (2), Five (5) Year Options | Two (2), Ten (10) Year Options |
| Operating Expenses | Tenant shall be responsible of all operating expenses, real estate taxes and insurance associated with the Premises | Not Addressed |
| Premise Alterations | Sheltair shall commit to invest a total of \$25 Million into constructing over 200,000 sf of new improvements on the Premises within thirty-six (36) months of the Commencement Date of the Initial Term. The Sheltair Investment is currently anticipated to consist of approximately: (i) 158,000 sf of hangar space, constructed in eight (8) hangars buildings; (ii) 32,000 sf of aviation related office and shop space; and (iii) 9,500sf FBO terminal, as well as new aprons, taxi lanes and/or landside automobile parking lot areas. | CPC shall commit to invest \$15 Million into new improvements/renovations within forty-eight (48) months of the Commencement Date of the Initial Term (Phase I) and an additional \$10 Million within eighty-four (84) months of the Commencement Date (Phase II) Investment to consist of approximately: (i) 177,400 sf hangar space, constructed in 8 hangar buildings; (ii) 53,683 sf aviation related office and shop space, as well as new aprons, taxi lanes and or landside automobile parking lot areas. |